

UTILITY RELOCATION AGREEMENT BETWEEN

OKLAHOMA TURNPIKE AUTHORITY

and

CITY OF NORMAN, OKLAHOMA

RE: EWC-28103A, URA #63 - WATER WELL AND WATER LINE RELOCATIONS

This Agreement is entered into this _____ day of _____ 2026 by and between the Oklahoma Turnpike Authority (hereinafter referred to as the "AUTHORITY"), and the City of Norman, Oklahoma, a Municipal Corporation (hereinafter referred to as "CITY"), for the following intents and purposes.

WITNESSETH

WHEREAS, the **AUTHORITY** has commenced a 15-year, long-range turnpike improvement and expansion program for projects defined in the Advancing and Connecting Communities and Economies Safely Statewide "ACCESS Program"; and

WHEREAS, the ACCESS Program includes new turnpike routes in the south Oklahoma City metro area as well as major improvements to the existing turnpike system by expanding capacity and constructing new interchanges; and

WHEREAS, the ACCESS Program includes the construction of a new turnpike route from the I-44 Tri-City area (Newcastle, Blanchard, Tuttle) at SH-37, crossing the South Canadian River, east to I-35, then continuing east along Indian Hills Road and then northeast to I-40, connecting to the new Kickapoo Turnpike (hereinafter "EWC Project"); and

WHEREAS, Title 69 O.S. §1722 governs the location, removal and relocation of utility facilities constructed or in place upon, across or under any turnpike. Section 1722 also describes the extent to which the **AUTHORITY** and utility owners may be obligated for the expense of utility rearrangements, and that utility locations on all turnpikes are governed by the regulations and policies adopted by the **AUTHORITY** for the protection and maintenance of the turnpike system and for the safety of turnpike users; and

WHEREAS, portions of the **CITY**'s existing water lines and four water wells will need to be relocated to accommodate the construction of the EWC Project, with locations identified in Exhibit "A" (relocation of **CITY**'s existing water lines are hereinafter referred to as "Relocations"); and

WHEREAS, in connection with the Relocations, the **City** has determined that replacing an existing 12" waterline, identified as line 4 on Exhibit A" with a 24" waterline along with upsizing the proposed waterline along the north side of the EWC between 48th and 36th Avenues NW from a 10-inch to a 12-inch line would be in the best interest of the **CITY**, and would create a betterment and a cost split by the **AUTHORITY** and by the **CITY** (hereinafter "Betterments"); and

WHEREAS, the **CITY** requests the **AUTHORITY** to construct the Relocations and Betterments as part of the construction of the EWC Project; and

WHEREAS, the **CITY** has expressed a preference for the **AUTHORITY** to oversee the design plans of the Relocations and Betterments; and

WHEREAS, the **CITY** has expressed a preference for the **AUTHORITY** to oversee the construction of the Relocations and Betterments; and

WHEREAS, the **CITY** will undertake the replacement of the water wells at its discretion upon the successful transfer or amendment of all related Oklahoma Water Resources Board (OWRB) permits; and

WHEREAS, in coordination the **AUTHORITY** and the **CITY** agree that the construction of Relocations and Betterments identified in Exhibit "A" as part of the construction of the EWC Project by the **AUTHORITY** would be economical and beneficial to the State of Oklahoma and the **CITY**; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

A. The **CITY** agrees:

1. That CITY staff will review and, upon compliance with CITY utility design requirements, adopt the **AUTHORITY** design plans for the Relocations and Betterments (hereinafter "Project Design Plans") that will be incorporated into the construction plans for the EWC Project.
2. To provide the **AUTHORITY** with the recommended utility construction specifications for the Relocations and Betterments.
3. To hereby grant to the **AUTHORITY** the right of access to and the use of all rights-of-way belonging to or controlled by the **CITY** associated with and necessary to facilitate the construction of the Relocations and Betterments as identified in Exhibit "A".
4. Upon completion of the project in accordance with the adopted Project Design Plans and provision of as-built record documents, to maintain all newly re-established Relocations and Betterments, as referenced in this Agreement, constructed by the **AUTHORITY** pursuant to the EWC Project.
5. To pay the **Authority** a single lump sum of **\$1,964,400.00** within forty-five (45) days of execution of this agreement for the Betterments. However, under no circumstances shall the cost to the CITY for the Relocations and Betterments be greater than CITY's estimated split, as identified in Exhibit A.
6. To plug and remove all well equipment from the four wells on or before December 31, 2026.

B. The **AUTHORITY** agrees:

1. To oversee the Project Design Plans of the Relocations and Betterments in accordance with City standards.
2. To provide the CITY staff with a copy of the Project Design Plans, including all modifications or changes made by the AUTHORITY pursuant to (B)(3), for the Relocations and Betterments for review and approval.
3. To complete the construction of the Relocations and Betterments in accordance with the Project Design Plans as the same may be modified or changed as necessary for the proper construction, operation, and maintenance of the Turnpike as determined by the **AUTHORITY**.
4. To cover 100% of the cost of design of the EWC Project, inclusive of the Relocations and Betterments.
5. To pay the **CITY** a single lump sum of **\$8,950,000.00** for the relocation of four water wells, inclusive of the CITY's cost of design, right-of-way acquisition, and construction. However, CITY's water rights and easement shall remain in-place until such time as all corresponding OWRB permits are successfully transferred or amended to preserve any existing rights of CITY. The **AUTHORITY** shall make payment to the **CITY** within forty-five (45) days of execution of this Agreement.
6. To secure all right-of-way needed for the Relocations and Betterments.

C. The Parties Agree:

1. The **AUTHORITY** shall administer and inspect all work performed by the contractor and will provide such engineering, inspection, and testing services as may be required to ensure that the construction is accomplished in accordance with the **Project Design Plans**.
2. During and after completion of the **Relocations and Betterments**, the **CITY** shall be allowed to inspect the work relating to the **Relocations and Betterments**.
3. Upon completion of Relocations and Betterments and final acceptance by the **AUTHORITY** and the **CITY**, including the submission of as-built record documents, the Relocations and Betterments will then be owned by the **CITY** and all maintenance responsibilities will be in accordance with Oklahoma law as reflected in this agreement. All rights-of-way necessary for the **Relocations and Betterments** that is determined by the **AUTHORITY** to be surplus to the operation and maintenance of its Turnpike facilities will be conveyed to the **CITY** in compliance with the **AUTHORITY's** real property disposal policies.
4. This Agreement shall be effective upon provision of a completely executed copy to each of the parties and shall remain in full force and effect until jointly agreed to terminate by **AUTHORITY** and **CITY**, provided this Agreement may not be terminated once the

Relocations and Betterments construction contract is awarded by the **AUTHORITY**. It is understood this Agreement does not change the rights of the **AUTHORITY** and the **CITY** as they exist in accordance with present State law, including the application of Section 1722 to any future removal or relocation of the **CITY's** facilities as necessitated by the **AUTHORITY's** turnpike projects.

5. After the completion of the Relocations and Betterments and EWC Project, any future **CITY** maintenance or relocation work, impacting the **AUTHORITY's** rights-of-way, must be approved at least one week in advance with the **AUTHORITY's** Director of Maintenance.
6. The Parties agree that the **AUTHORITY** has the right to cancel this Agreement at any time prior to the beginning of the adjustment of the **CITY's** facilities.
7. The **AUTHORITY** and the **CITY** are both governmental entities subject to the provisions of and afforded protections under the Governmental Tort Claims Act, 51O.S. §§ 151 et seq. Neither the **AUTHORITY** nor the **CITY** shall be liable for the acts or omissions of the other party or for failure to inspect or supervise the performance of the other Party. Each party shall be responsible for negligent acts of its own employees acting within the scope of their employment. Notwithstanding anything herein to the contrary, neither **CITY** nor **AUTHORITY** waive any rights or privileges in its favor under the laws of Oklahoma for political subdivisions, political subdivisions liability, instrumentalities of the state and the Governmental Tort Claims Act
8. This Agreement is intended to conform to the requirements of the Constitution and Laws of the State of Oklahoma and in particular to the provisions of Title 69 of the Oklahoma Statutes. Any provision contained herein which is contrary to the Constitution and Laws of the State of Oklahoma shall be void and unenforceable. Venue for any action brought for the enforcement of this Agreement shall be in the District Court of Oklahoma County.
9. In connection with the **PROJECT**, this Agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the Parties.
10. No changes, revisions or amendments to this Agreement, or alterations in the manner, scope, or type of work contemplated herein shall be effective unless reduced to writing and executed by the Parties with same formalities as are observed in the execution of this Agreement.
11. This Agreement may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the Parties until all have executed and delivered this document.

IN WITNESS WHEREOF, the Parties hereto set their hand and seal on the date first written above.

FOR THE CITY:

CITY OF Norman

ATTEST:

CITY Clerk

Mayor

APPROVED AS TO FORM:



General Counsel

FOR THE AUTHORITY:

OKLAHOMA TURNPIKE AUTHORITY

Todd Gore, Director of Right-of-Way & Utilities

APPROVED AS TO FORM:

OTA General Counsel